

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CHAPTER 11
)	
VIRGINIA-HIGHLAND RESTAURANT, LLC and RESTAURANT 104 LLC,)	Jointly Administered Under
)	CASE NO. 20-70718-bem
)	
Debtors.)	

FIRST AMENDMENT TO PLAN OF REORGANIZATION

COME NOW Virginia-Highland Restaurant, LLC and Restaurant 104 LLC, (the “**Debtors**”), debtors and debtors-in-possession in the above-styled jointly administered Chapter 11 case (the “**Case**”) by and through the undersigned counsel, and file this amendment (the “**First Amendment**”) to the *Debtors’ Plan of Reorganization* [Dkt. No. 79] (the “**Plan**”) filed on April 9, 2021. Any capitalized terms used but not otherwise defined in this First Amendment shall have the same meaning ascribed to such terms in the Plan.

The following language shall replace and supersede Article V, Section 5.4 of the Plan:

Class 2 – Allowed Claims of Gordon Food Service, Inc.

Class 2 shall consist of all Allowed Claims of Gordon Food. By agreement with the Debtors, the Allowed Claims of Gordon Food totals \$97,092.60. On the Effective Date, Gordon Food shall receive a cash distribution in the amount of \$17,450.57. The remaining \$79,642.03, plus interest calculated at 5.25% per annum and attorney’s fees not to exceed \$10,000, shall be paid by weekly installment payments of \$1,000/week, starting on the Effective Date until such time as the unpaid balance reaches \$11,170.43. If the Reorganized Debtor is not in default at such time, the \$11,170.43 shall be satisfied by application of outstanding rebates and the remaining balance reduced to zero. If the Reorganized Debtor is in default under the terms hereof, the \$11,170.43 remains due and owing and Gordon Food is entitled to a return of \$12,000 in rebates previously paid. The Allowed Claims of Gordon Food shall be reduced to a promissory note secured by all assets of the Debtors and shall be executed on or before the Effective Date. Any other agreement between the parties notwithstanding, unless and until Gordon Food’s Allowed Claims are paid in full, the Debtors will continue to receive COD-EFT terms. Upon payment of Gordon Food’s claim in full, Gordon Food will, in its sole discretion, have the option to extend

credit terms to the Debtors unless the parties have otherwise agreed to terms in writing. Prior to the Effective Date, Debtor Restaurant 104 LLC shall execute a new account application with Gordon Food.

Except as expressly modified by this First Amendment, all terms and conditions of the Plan shall remain in full force and effect.

This 20th day of April, 2021.

Respectfully submitted,

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Counsel for the Debtors

CERTIFICATE OF SERVICE

This is to certify that on this date a true and correct copy of the within and foregoing **First Amendment to Plan of Reorganization** was served by First Class Mail on the following parties:

GORDON FOOD SERVICE, INC.
c/o Dominic Million
1500 North River Rd
Lithia Springs, GA 30122

Vanessa A. Leo
OFFICE OF THE UNITED STATES TRUSTEE
362 Richard Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

and by the Court's CM/ECF system on all counsel of record registered in this case through CM/ECF.

This 20th day of April, 2021.

Respectfully submitted,

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